

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

MIDVALE INDEMNITY COMPANY,

Plaintiff,

v.

PLASTER PRO MASONRY CONTRACTORS,
PLASTER PRO MASONRY CONTRACTORS
a/k/a PLASTER PRO STUCCO & MASONRY,
DANILO RICALDE FLORES, CP MULTI
FAMILY CONSTRUCTION EAST LLC

Defendants.

Case No. 21-cv-20580

ORDER & JUDGMENT

WILLIAM J. MARTINI, U.S.D.J.:

Before the Court is Plaintiff Midvale Indemnity Company's Motion for Default Judgment as to Defendants Plaster Pro Masonry Contractors and Plaster Pro Stucco & Masonry. ECF No. 31. For the reasons set forth in the accompanying opinion, **IT IS**, on this 3rd day of March, 2025, **ORDERED** that:

1. Plaintiff's Motion for Default Judgment is **GRANTED**; and
2. Pursuant to 28 U.S.C. § 2201, the Court **DECLARES** that Plaintiff is entitled to rescind the policies of insurance issued by it to PLASTER PRO MASONRY CONTACTORS and PLASTER PRO STUCCO & MASONRY bearing Policy Number GLP1058140 and return the premiums collected; and
3. Pursuant to 28 U.S.C. § 2201, the Court **DECLARES** that Midvale Indemnity Company has no duty to defend or indemnify Plaster Pro with respect to the action captioned *Danilo Ricalde Flores v. Plaster Pro Stucco & Masonry Contractors, et al.*, in the Superior Court of New Jersey, Essex County, Dkt. No. ESX-L-1224-21.

Plaintiff shall notify the Court within **SEVEN (7) DAYS** as to whether any issue remains concerning the additional named defendants, or if the matter should be closed.

March 3, 2025



WILLIAM J. MARTINI, U.S.D.J.